

Memorandum of Agreement

This Memorandum of Agreement (MOA) is by and between Local 255, United Service Workers Union (USWU) and the Township of Monroe. This MOA is intended to incorporate the integration of certain employees formerly employed by the Monroe Township Municipal Utilities Authority (MTMUA) into the current Blue Collar Bargaining Unit represented by Local 255.

This MOA only covers Blue Collar employees.

The parties agree that the Blue Collar employees, previously covered under the collective bargaining agreement (CBA) between the MTMUA and the MTMUA bargaining unit shall be covered under the current CBA between the Township and Local 255 with the following modifications:

General

1. The MTMUA shall now be referred to as the Utility Department.
2. Article 2-Recognition shall be amended as to include "All blue collar employees in the Utility Department, including the current blue collar job titles. (ie. Foremen, Operator, Laborer, Meter Reader/Installer)
3. Article 7- Seniority shall be amended as follows" For the purposes of this Agreement, the Utility Department shall operate as its own departmental entity and the current collective bargaining unit (the unit) with the Township shall continue operating consistent with the current rules and practices.

Vacancies- when a vacancy occurs in the Utility department, it shall be first offered to the senior most qualified applicant within the Department. Likewise, for the current Unit. If the vacancy is not filled from within each respective department, it shall then be offered to the most senior qualified applicant from the rest of the unit.

Layoffs- In the event of a layoff, departmental seniority will prevail. If there is a reduction in force in the Utility department, the layoff will be from the Utility department. If there is a layoff in the current unit, the reduction in force will be from the current unit. There shall be no bumping between departments.

All other terms of the current CBA shall apply.

4. Hours of work- Shall be incorporated from the current MTMUA CBA. The Township shall be allowed to establish special schedules consistent with the current practices between MTMUA and the MTMUA bargaining unit.
5. Article 10- Overtime – The language of the current CBA shall be controlling except that Utility department call outs will be two (2) hours not four (4).

Foremen shall not be eligible for overtime under these provisions until July 1, 2009.

6. Standby pay- shall be incorporated from the current MTMUA CBA.
1. Callout screening shall be amended as follows: Second sentence shall read" An on call employee who fails to adequately screen the call (ie responding to a call which is not our responsibility or could have been handled during normal working hours) shall be paid for the call out but will be subject to progressive disciplinary action

Employees shall be fully trained with regards to screening calls. At each step of the disciplinary process the employee will be counseled as to the proper procedure for responding to a call out. The above shall not apply to a new employee with less than one year of experience.


7. Each individual blue collar employee covered under the CBA in the Utility department shall receive a 4.25% wage increase to their existing base salary effective February 1, 2009. Effective January 1, 2010 each individual blue collar employee in the Utility department shall receive an additional 4.25% increase to their base salary.
8. License Incentive- the license incentive shall be incorporated from the MTMUA CBA.
9. Health insurance conversion shall take place on the earliest date allowed by the New Jersey State Health Benefits Plan.
10. Employees shall no longer be covered under the NJ State Disability program but will instead be eligible for the Township's extended sick leave program per the CBA between the parties.
11. Employees will be subject to the sick leave benefit cap pursuant to the CBA between the parties and will no longer receive the end of the year sick leave payout.
12. The effective date for all other benefit conversions (ie. Vacations, longevity, sick leave, personal days, compensatory time etc.) shall be June 1, 2009.
The employees original date of hire with the MTMUA shall be considered an employees seniority date for benefit computation purposes.
13. The contract shall be in force relating to all other employment matters (ie. Grievance procedure, payment of union dues and direct union representation shall be April 1, 2009)

Unless specified above the terms of the existing agreement between the Township and Local 255 shall be controlling.

For the Union:


Edward Kahn, Business Agent

For the Township:


Wayne Hamilton, Business Administrator

Mark Thomas, Shop Steward

Thomas Busco, Asst. Shop Steward

April 1, 2009

Date